

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*¹
Debtors.

Chapter 11
Case No. 25-16137 (MBK)
(Jointly Administered)

Hearing Date: July 15, 2025 at 11:30 a.m.

Judge: Hon. Micheal B. Kaplan

**NOTICE OF OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I)
AUTHORIZING THE REJECTION OF LEGACY CUSTOMER CONTRACTS AND (II)
GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on July 15, 2025 at 11:30 a.m., or as soon thereafter as counsel may be heard Powin, LLC and the affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-referenced chapter 11 cases (the “Chapter 11 Cases”), hereby move (the “Motion”) this Court for entry of an order, substantially in the form attached as Exhibit A (the “Order”), (i) authorizing the omnibus rejection of certain executory contracts with customers related to the Debtors’ legacy employment services agreements (“ESA”) and long term services agreements (“LTSA”) business lines (collectively, the “Contracts”), effective *nunc pro tunc* as of the date hereof (the “Rejection Date”); and (ii) granting related relief.

PLEASE TAKE FURTHER NOTICE that, in support of the Motion, the Debtors shall rely on the accompanying *Declaration of Gerard Uzzi* filed with the Motion and the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13] (“First Day Declaration”), which set forth the relevant legal and factual bases upon which the relief requested should be granted.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

PLEASE TAKE FURTHER NOTICE THAT YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

PLEASE TAKE FURTHER NOTICE that if you do not want the court to grant this motion, or if you want the court to consider your views, you or your attorney must file with the clerk at the address listed below, a written response explaining your position no later than 7 days prior to the hearing date.

Hearing Date:	July 15, 2025
Hearing Time:	11:30 a.m.
Hearing Location:	United States Bankruptcy Court 402 East State Street, Trenton, NJ 08608
Courtroom Number:	8

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Verita Global at <https://www.veritaglobal.net/powin>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: June 17, 2025

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OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING THE REJECTION OF LEGACY CUSTOMER CONTRACTS AND (II) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Powin, LLC and the affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-referenced chapter 11 cases (the “Chapter 11 Cases”), hereby move (the “Motion”) this Court for entry of an order, substantially in the form attached as Exhibit A (the “Order”), (i) authorizing the omnibus rejection of certain executory contracts with customers related to the Debtors’ legacy employment services agreements (“ESA”) and long term services agreements (“LTSA”) business lines (collectively, the “Contracts”), effective *nunc pro tunc* as of the date hereof (the “Rejection Date”); and (ii) granting related relief.

In further support of the Motion, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

By this Motion, the Debtors seek to reject their existing Customer Contracts (a) to ensure that the Debtors can devote their resources to support the success of the Debtors’ new LTSA Program² described in the *Motion of the Debtors for Entry of an Order (I) Authorizing the Debtors to Enter Into New Customer Program With Existing Customers and (II) Granting Related Relief* [Docket No. 15] (“Customer Program Motion”); (b) to eliminate the burdensome cost and expense of their legacy Customer Contracts; and (c) to make clear to customers that the only way to utilize the Debtors’ technology and services is in connection with the new LTSA Program. The ESA side of the Debtors’ business is working-capital intensive, requiring the Debtors to pay in advance for customer parts and inventory and pay multiple vendors and contractors to install such materials before receiving payment under ESAs. As described in the *Declaration of Gerard Uzzi In Support of Emergency First Day Motions of the Debtors* [Docket No. 13] (the “First Day Declaration”), the Debtors’ two largest customers terminated their ESA contracts prepetition, and that business is not sustainable at present. Likewise, although the LTSA business line requires less business

² Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the First Day Declaration (defined *infra*).

capital, the Debtors are unable to sustain such business line based on their current liquidity profile absent material modifications to their LTSA offerings, which the Debtors are now implementing as described in the Customer Program Motion and the testimony adduced at the hearing on the Customer Program Motion held on June 12, 2025, and which was approved by the Court on such date. Docket No. 62.

I. JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are: sections 105(a), 365(a) of the Bankruptcy Code, Bankruptcy Rules 6004 and 6006, and rules 9013-1 and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

II. BACKGROUND

A. General Background

4. On June 9, 2025 (the “Petition Date”),³ the Debtors each commenced a voluntary case for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to

³ Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were filed shortly thereafter on June 10, 2025.

sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

5. Additional information regarding the Debtors, including their businesses and the events leading to the commencement of these Chapter 11 Cases is set forth in the First Day Declaration, the contents of which are incorporated herein by reference.

B. ESA and LTSA Lines of Business

6. As more fully set forth in the First Day Declaration, the Debtors have historically operated two lines of business: (i) energy storage integration installation services, whereby the Debtors provide and install batteries at customer sites pursuant to energy supply agreements (“ESA Line of Business”); and (ii) long term servicing, whereby the Debtors maintain and repair the previously installed batteries at customer sites, as needed, pursuant to separate long term servicing agreements (the “LTSA Line of Business”).

7. While the Debtors’ ESA Line of Business has resulted in significant losses and liquidity issues for the Debtors due to its intense working capital requirements, installation delays and losses due to increasing liquidated damages claims, the LTSA Line of Business represents a potentially viable and profitable line of business moving forward, and is necessary to Customers. As described in the First Day Declaration, although the Debtors terminated the employment of most ESA employees before the Petition Date, they have maintained a core group of eighty-three (83) employees, including fifty-nine (59) devoted to operations, and seven (7) with intellectual property expertise. On the foundation of this core group, the Debtors intend to keep the LTSA Line of Business running during the Chapter 11 Cases, and to utilize revenue from this line of business to fund the Chapter 11 Cases.

C. The Customer Program Motion and the LTSA Program

8. On June 10, 2025, the Debtors filed the Customer Program Motion seeking approval of the LTSA Program. As further described in the Customer Program Motion, under the proposed LTSA Program, the Debtors propose a reduced scope of service at pricing that is

designed to be cash flow positive during the postpetition period. On June 13, 2025, the Court approved the Customer Program and the LTSA Program. Docket No. 62.

D. The Winding-Down of the ESA Program and Initial Launch of the LTSA Program

9. For months before the commencement of these Chapter 11 Cases, the Debtors have engaged and continue to engage with their Customers under their ESA Line of Business and to seek reasonable, market terms to resolve each respective business relationship on a bespoke basis. Based on negotiations to date, these terms typically include (i) an agreeable resolution of outstanding receivables due to the Debtors, (ii) the conveyance of certain inventory and parts to the Customer, and (iii) providing the Customer with access to certain proprietary technology on a consensual and funded basis. In fact, the Debtors expect to present such a transaction for Court approval shortly.

10. Contracts listed on Schedule 1 consist of contracts in connection with the ESA Line of Business which the Debtors are no longer able to effectively perform and are unprofitable and burdensome to the Debtors' business (the "ESA Contracts") and Customer contracts in the Debtors' LTSA Line of Business where the Customer has not yet opted-in to the LTSA Program (the "LTSA Contracts").⁴

11. ***As to the ESA Contracts***, while the Debtors will work with customers under the ESA Line of Business, and seek alternative arrangements for resolution, the Debtors seek rejection of the ESA Contracts for which the Debtors are unable to reach such a resolution.

12. ***As to the LTSA Contracts***, likewise, for many months prior to the Petition Date, the Debtors have discussed and continue to discuss the LTSA Line of Business with Customers, culminating in the LTSA Program. A number of such customers have opted-in to the LTSA Program. However, the remaining Customers have not yet opted-in to the LTSA Program. Opting-in to the LTSA Program allows customers to continue to benefit from the bespoke technology, maintenance and repair services offered by the Debtors with respect to previously installed Debtor

⁴ Though some Contracts are described as a "Purchase Order," these still constitute ESA and LTSA Contracts.

battery systems at Customer sites. By this Motion, the Debtors seek rejection of Contracts for Customers that do not affirmatively participate in the LTSA Program.

13. Both shortly before and immediately after the commencement of these Chapter 11 Cases, the Debtors have received dozens of Customer demands for assistance with and access to the Debtors' proprietary technology and otherwise to enforce the Contracts.⁵ In these demands, Customers contend that they are entitled to the enforcement of their rights under the Contracts. The Debtors do not possess the funding or resources to comply with these demands as issued, nor would the Debtors be in a position to cure these alleged defaults in connection with the assumption of any of these Contracts. As a consequence, including for these reasons and those stated above, the Debtors have determined in their business judgment that the Contracts are burdensome to the estates. Although the Debtors continue to seek consensual resolutions regarding the Contracts either through bespoke negotiations or the LTSA Program, if resolution cannot be reached, rejection of the Contracts is necessary for the Debtors to continue to pursue the reorganization of their affairs through a sale or other transaction.

14. In accordance with Bankruptcy Rule 6006(f), the ESA and LTSA Contracts are listed alphabetically on Schedule 1 attached hereto. As provided in the proposed Order approving this Motion, the Debtors reserve the right to remove certain Contracts from the Order in the event that, through their continuing negotiations, the Debtors are able to resolve matters with particular Customers, up until the date which is ten (10) days following the entry of the Order.

III. RELIEF REQUESTED

15. The Debtors seek entry of the Order (i) authorizing the Debtors to reject the Contracts effective as of the date hereof, and (ii) granting related relief.

⁵ Many of the Customer demands were in fact issued during the post-petition period, and therefore violate the automatic stay of section 362(a) of the Bankruptcy Code. The Debtors have issued notices to Customers violating the automatic stay, and reserve all rights to seek appropriate remedies from the Court for such violations.

IV. **BASIS FOR RELIEF**

A. **The Rejection of the Contracts Reflects a Reasonable Exercise of the Debtors' Business Judgment**

16. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may . . . reject any executory contract or unexpired lease of the debtor.” The decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the debtor. *See Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 587 U.S. 370, 374, 139 S. Ct. 1652, 1658, 203 L. Ed. 2d 876 (2019); *Nat'l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.” (citation omitted)); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. *See, e.g., In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511-12 (Bankr. D. Del. 2003). Further, “[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted). In summary, a court should approve the proposed rejection under section 365(a) upon determining that the debtor has exercised sound business judgment that the rejection would benefit the estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989).

17. Courts generally will not second-guess a debtor’s business judgment concerning the assumption or rejection of an executory contract or unexpired lease. Further, the business judgment standard is satisfied when a debtor determines that assumption or rejection will benefit the estate. *See In re Trans World Airlines, Inc.*, No. 01-0056, 2001 WL 1820019, at *7–8 (Bankr. D. Del. Mar. 16, 2001) (noting that the standard under section 365 requires consideration of the

benefit of the rejection to the debtor's estate); *see also In re TS Indus., Inc.*, 117 B.R. 682, 685 (Bankr. D. Utah 1990); *In re Del Grosso*, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990).

18. Here, the Debtors have determined in their business judgment that the Contracts are burdensome and that rejection of the Contracts will benefit the Debtors' estates. As discussed herein, the Contracts consist of (a) unprofitable Contracts under the ESA Line of Business, for which the Debtors no longer have resources (working capital and employees) to fulfill, and (b) Contracts under the LTSA Line of Business with Customers that have not opted-in to the LTSA Program, thereby refusing to adapt to the realities of these Chapter 11 Cases. Nonetheless, the Debtors reserve the right to remove from the scope of the Order Contracts for which the Debtors are able to resolve outstanding issues through the period which is ten (10) days following entry of the Order. This construct will allow the Debtors to continue to work with Customers on a consensual basis while protecting the Debtors' assets and minimizing their exposure to unprofitable Contracts.

19. Customers are being provided with sufficient notice to discuss and engage with the Debtors to avoid a rejection of their Contract(s). As noted above, subject to Court approval, the Debtors will continue to engage with Customers to resolve outstanding issues to the greatest extent possible.

B. Rejection of the Contracts Effective as of the Rejection Date Is Appropriate.

20. The Debtors seek to reject the Contracts effective as to the Rejection Date. This Court and other bankruptcy courts within this District have approved retroactive contract rejection. *See In re Rite-Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (authorizing rejection effective as of previous date); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D.N.J. Jan. 28, 2021) (same); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 10, 2020) (same); *In re Modell's Sporting Goods, Inc.*, No. 20-12179 (VFP) (Bankr. D.N.J. Mar. 13, 2020) (same).⁶

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

21. This is because Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively where the balance of equities favors such relief. *See e.g.*, *In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions as to the manner in which the court can approve rejection”); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *CCI Wireless*, 297 B.R. at 140 (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, No. 03-6419, at *3 (S.D.N.Y. Nov. 15, 2002) (“We cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”).

22. Here, the Debtors have demonstrated that it is equitable and in the best interest of the estates for rejection to occur effective as of the Rejection Date. Without such relief, the Debtors, who already face liquidity constraints, may incur material expenses for Contracts that are burdensome to the estates. Moreover, the Debtors’ Customers have been on notice of the Debtors’ inability to fulfill the Contracts since before the commencement of these Chapter 11 Cases, due to the nearly constant communication among the Debtors and their Customers for many months. As a consequence, Customers will not be unduly prejudiced by retroactive rejection, especially given the additional runway to negotiate with the Debtors through the period which is ten (10) days following entry of the Order.

C. Waiver of Rule 6006(f)(6) is Appropriate.

23. By this Motion, the Debtors seek waiver of Rule 6006(f)(6) for Schedule 1, which includes more than 100 entries. Cause exists for such waiver, because it would be more burdensome on the estates and counterparties to separate out the Contracts into multiple motions, especially where the same Customer is often included on multiple listed Contracts and because

this Motion consists of a limited subject matter of Contracts. *See In re Rite-Aid Corporation*, No. 23-18993 (MBK) (Bankr. D.N.J. Nov. 20, 2023) (approving motion and authorizing rejection of 345 leases in complex case); *In re Blockbuster Inc.*, No. 10-14997 (BRL), 2010 WL 11834154, at *2 (Bankr. S.D.N.Y. Feb. 23, 2010) (“The limitations contained in Bankruptcy Rule 6006(f)(6) are waived with respect to the Motion.”); *In re Crucible Materials Corp.*, No. 09-11582-MFW, 2010 WL 11827474, at *1 (Bankr. D. Del. Jan. 21, 2010) (same).

V. WAIVER OF MEMORANDUM OF LAW

24. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

VI. RESERVATION OF RIGHTS

25. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted in connection with this Motion (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds;⁷ (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors

⁷ Of note, the inclusion of a Contract on Schedule 1 is not an admission that such Contract is executory, and rejection of the Contracts only to the extent such Contract(s) are executory.

or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

VII. NO PRIOR REQUEST

26. No prior request for the relief sought in this motion has been made to this or any other court.

VIII. NOTICE

Notice of this Motion shall be given to the following parties: (a) the Office of the United States Trustee; (b) counsel for the Debtors' Prepetition Secured Parties; (c) the Debtors' fifty largest unsecured creditors on a consolidated basis, and (d) the Contract counterparties. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

IX. CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Order as set forth herein; and (ii) grant the Debtors such other and further relief is just and proper under the circumstances.

[Signature Page Follows]

Dated: June 17, 2025

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*Proposed Counsel for Debtors and
Debtors in Possession*

Schedule 1

All of the Debtors' contracts with customers related to the Debtors' legacy employment services agreements and long term services agreements business lines, including, but not limited to:

CN	Counterparty Name	Debtor Party	Contract Effective Date	Contract Type	Project Name
1	Acorn I Energy Storage LLC	Powin, LLC	06/08/2021	ESA (Energy Storage Agreement)	Acorn
2	Acorn I Energy Storage LLC	Powin, LLC	11/06/2019	LTSA (Long Term Service Agreement)	Acorn
3	Acorn I Energy Storage LLC	Powin, LLC	11/06/2019	ESA (Energy Storage Agreement)	Acorn
4	Adon Renewables	Powin, LLC	01/26/2017	ESA (Energy Storage Agreement)	Adon
5	Adon Renewables	Powin, LLC	01/26/2017	ESA (Energy Storage Agreement)	
6	AKA Group	Powin, LLC	12/23/2021	ESA (Energy Storage Agreement)	Summerside
7	Akaysha Energy Pty Ltd	Powin, LLC	03/01/2022	Framework Agreement	
8	Akaysha Energy Pty Ltd	Powin, LLC	04/18/2022	Framework Agreement	
9	Ameresco Inc	Powin, LLC	04/29/2022	Framework Agreement	
10	Ameresco Inc.	Powin, LLC	11/23/2022	ESA (Energy Storage Agreement)	OUC BESS
11	Ameresco, Inc.	Powin, LLC	08/02/2024	LTSA (Long Term Service Agreement)	Viper
12	Amp Solar US Services LLC	Powin, LLC	08/28/2020	Purchase Order	
13	AMP Solar US Services LLC	Powin, LLC	07/28/2022	ESA (Energy Storage Agreement)	Three Rivers
14	AMP Solar US Services LLC	Powin, LLC	07/28/2022	ESA (Energy Storage Agreement)	FRS
15	AMP Solar US Services LLC	Powin, LLC	07/28/2022	ESA (Energy Storage Agreement)	Cotuit
16	Amp Solar US Services LP	Powin, LLC	01/25/2021	Purchase Order	Oak Hill 2
17	Amp Solar US Services LP	Powin, LLC	01/25/2021	Purchase Order	Oak Hill 1
18	Amp Solar US Services LP	Powin, LLC	01/19/2021	Purchase Order	Elmbrook
19	Amp Solar US Services LP	Powin, LLC	08/04/2020	Purchase Order	Cronin
20	Amp Solar US Services LP	Powin, LLC	09/09/2020	LTSA (Long Term Service Agreement)	Cronin
21	Amp Solar US Services LP	Powin, LLC	08/04/2020	Purchase Order	Wallum
22	Amp Solar US Services LP	Powin, LLC	09/09/2020	LTSA (Long Term Service Agreement)	Wallum
23	Amp Solar US Services LP	Powin, LLC	08/28/2020	Purchase Order	Palmer
24	Amp Solar US Services LP	Powin, LLC	08/28/2020	Purchase Order	Adams
25	Amp Solar US Services LP	Powin, LLC	11/09/2021	LTSA (Long Term Service Agreement)	Oak Hill 2
26	Amp Solar US Services LP	Powin, LLC	11/09/2021	LTSA (Long Term Service Agreement)	Oak Hill 1
27	Amp Solar US Services LP	Powin, LLC	11/09/2021	LTSA (Long Term Service Agreement)	Elmbrook
28	Angelo Storage LLC	Powin, LLC	11/17/2023	LTSA (Long Term Service Agreement)	Angelo Storage
29	Angelo Storage, LLC	Powin, LLC	08/10/2022	ESA (Energy Storage Agreement)	Angelo Storage
30	Angelo Storage, LLC.	Powin, LLC	03/07/2025	LTSA (Long Term Service Agreement)	Angelo
31	Angelo Storage, LLC.	Powin, LLC	09/30/2024	ESA (Energy Storage Agreement)	Angelo Storage
32	Angelo Storage, LLC.	Powin, LLC	09/30/2024	LTSA (Long Term Service Agreement)	Angelo Storage
33	Arizona Storage Development LLC	Powin, LLC	03/05/2021	ESA (Energy Storage Agreement)	Paloma/Cotton
34	Arizona Storage Development LLC	Powin, LLC	03/05/2021	ESA (Energy Storage Agreement)	Hyder I and II
35	Arizona Storage Development LLC	Powin, LLC	03/05/2021	ESA (Energy Storage Agreement)	Gila Bend I and II
36	Arizona Storage Development LLC	Powin, LLC	03/05/2021	ESA (Energy Storage Agreement)	Foothills I and II
37	Arizona Storage Development LLC	Powin, LLC	03/05/2021	ESA (Energy Storage Agreement)	Desert Star
38	Arrow Canyon Solar, LLC	Powin, LLC	04/10/2025	ESA (Energy Storage Agreement)	Arrow Canyon
39	Arrow Canyon Solar, LLC	Powin, LLC	12/10/2021	LTSA (Long Term Service Agreement)	Arrow Canyon
40	Arrow Canyon Solar, LLC	Powin, LLC	06/03/2021	ESA (Energy Storage Agreement)	Arrow Canyon
41	ASD COTUIT MA SOLAR LLC	Powin, LLC	09/18/2023	LTSA (Long Term Service Agreement)	Cotuit
42	ASD THREE RIVERS MA SOLAR LLC	Powin, LLC	09/18/2023	LTSA (Long Term Service Agreement)	Three Rivers
43	Aspin Kemp & Associates Inc	Powin, LLC	12/23/2021	ESA (Energy Storage Agreement)	Summerside
44	Auto-Chen Ltd	Powin, LLC	06/09/2021	ESA (Energy Storage Agreement)	Or Haner
45	Auto-Chen Ltd	Powin, LLC	06/09/2021	ESA (Energy Storage Agreement)	Nir Yitsac 3
46	Auto-Chen Ltd	Powin, LLC	06/09/2021	ESA (Energy Storage Agreement)	Nir Yitsac 2
47	Auto-Chen Ltd	Powin, LLC	06/09/2021	ESA (Energy Storage Agreement)	Neat Mordechai
48	Auto-Chen Ltd	Powin, LLC	05/12/2021	ESA (Energy Storage Agreement)	Nir David (Nofar 2)
49	Auto-Chen Ltd	Powin, LLC	05/12/2021	ESA (Energy Storage Agreement)	Gevim (Rimon 1)
50	Auto-Chen Ltd	Powin, LLC	05/12/2021	ESA (Energy Storage Agreement)	Gevim (Rimon 1)
51	AVEP BESS, LLC	Powin, LLC	12/15/2022	LTSA (Long Term Service Agreement)	AVEP
52	AVEP BESS, LLC	Powin, LLC	12/21/2022	ESA (Energy Storage Agreement)	AVEP
53	BHER Ravenswood Solar 1, LLC	Powin, LLC	01/06/2025	ESA (Energy Storage Agreement)	Ravenswood - Group 3
54	BHER Ravenswood Solar 1, LLC	Powin, LLC	01/06/2025	ESA (Energy Storage Agreement)	Ravenswood - Group 2
55	BHER Ravenswood Solar 1, LLC	Powin, LLC	01/06/2025	ESA (Energy Storage Agreement)	Ravenswood - Group 1
56	BHER Ravenswood Solar 1, LLC	Powin, LLC	07/12/2024	ESA (Energy Storage Agreement)	Ravenswood
57	BHER Ravenswood Solar 1, LLC	Powin, LLC	07/12/2024	ESA (Energy Storage Agreement)	Ravenswood
58	BHER Ravenswood Solar 1, LLC	Powin, LLC	07/12/2024	ESA (Energy Storage Agreement)	Ravenswood
59	BigBeau Solar, LLC	Powin, LLC	02/01/2021	ESA (Energy Storage Agreement)	Big Beau 2
60	BigBeau Solar, LLC	Powin, LLC	07/19/2021	LTSA (Long Term Service Agreement)	Big Beau 2
61	BigBeau Solar, LLC	Powin, LLC	07/19/2021	LTSA (Long Term Service Agreement)	Big Beau 1
62	BigBeau Solar, LLC	Powin, LLC	02/01/2021	ESA (Energy Storage Agreement)	Big Beau 1
63	Cameron Wind 1, LLC	Powin, LLC	05/03/2024	ESA (Energy Storage Agreement)	Sabal Augmentation
64	Cameron Wind 1, LLC	Powin, LLC	05/03/2024	ESA (Energy Storage Agreement)	Sabal
65	Cameron Wind 1, LLC	Powin, LLC	04/01/2024	LTSA (Long Term Service Agreement)	Sabal
66	Chaparral Springs, LLC	Powin, LLC	07/27/2022	ESA (Energy Storage Agreement)	Willow Springs
67	Chaparral Springs, LLC	Powin, LLC	08/08/2022	LTSA (Long Term Service Agreement)	Willow Springs
68	Chaparral Springs, LLC	Powin, LLC	08/08/2022	LTSA (Long Term Service Agreement)	Chaparral Springs
69	Chaparral Springs, LLC	Powin, LLC	07/27/2022	ESA (Energy Storage Agreement)	Chaparral Springs
70	Clean Peak Energy (CPE)	Powin, LLC	09/09/2019	ESA (Energy Storage Agreement)	Wanneroo Plaza - CPE-1
71	Clean Peak Energy (CPE)	Powin, LLC	09/09/2019	ESA (Energy Storage Agreement)	Lansell Square CPE-4
72	Clean Peak Energy (CPE)	Powin, LLC	09/09/2019	ESA (Energy Storage Agreement)	Bateau
73	Clean Peak Energy (CPE)	Powin, LLC	09/09/2019	ESA (Energy Storage Agreement)	Salamander Bay CPE-2
74	Clean Peak Energy (CPE)	Powin, LLC	05/20/2021	Purchase Order	Phase 2
75	Convergent Energy and Power LP	Powin, LLC	02/16/2022	ESA (Energy Storage Agreement)	West Warwick III
76	Convergent Energy and Power LP	Powin, LLC	02/16/2022	ESA (Energy Storage Agreement)	West Warwick II
77	Convergent Energy and Power LP	Powin, LLC	02/16/2022	ESA (Energy Storage Agreement)	West Warwick I
78	CS Energy, LLC	Powin, LLC	09/29/2020	Purchase Order	Countryside
79	Desert Quartzite	Powin, LLC	12/12/2023	LTSA (Long Term Service Agreement)	Desert Quartzite
80	Desert Quartzite, LLC	Powin, LLC	02/28/2025	ESA (Energy Storage Agreement)	Desert Quartzite
81	Desert Quartzite, LLC	Powin, LLC	10/18/2024	ESA (Energy Storage Agreement)	Desert Quartzite
82	Desert Quartzite, LLC	Powin, LLC	03/20/2024	LTSA (Long Term Service Agreement)	Desert Quartzite
83	Desert Quartzite, LLC	Powin, LLC	03/20/2024	ESA (Energy Storage Agreement)	Desert Quartzite
84	Desert Quartzite, LLC	Powin, LLC	12/06/2022	ESA (Energy Storage Agreement)	Desert Quartzite
85	DTE Electric Company	Powin, LLC	12/20/2024	LTSA (Long Term Service Agreement)	Slocum
86	DTE Electric Company	Powin, LLC	01/24/2024	ESA (Energy Storage Agreement)	Trenton
87	DTE Electric Company	Powin, LLC	12/15/2022	ESA (Energy Storage Agreement)	Slocum
88	East Brookfield Adams Road Solar LLC	Powin, LLC	09/09/2020	LTSA (Long Term Service Agreement)	Adams Road
89	EDF Renewables	Powin, LLC		Purchase Order	
90	EDF Renewables Development, Inc.	Powin, LLC	09/09/2022	ESA (Energy Storage Agreement)	
91	El Sol Energy Storage LLC	Powin, LLC	05/19/2023	ESA (Energy Storage Agreement)	El Sol
92	El Sol Storage Energy LLC	Powin, LLC	04/09/2021	ESA (Energy Storage Agreement)	El Sol
93	ESI Inc.	Powin, LLC	12/05/2022	ESA (Energy Storage Agreement)	Brandywine
94	Flower Valley, LLC	Powin, LLC	05/15/2020	LTSA (Long Term Service Agreement)	Flower Valley
95	Flower Valley, LLC	Powin, LLC	05/15/2020	Purchase Order	Flower Valley
96	FORT RIVER SOLAR 2 LLC	Powin, LLC	09/18/2023	LTSA (Long Term Service Agreement)	FRS
97	Front Range-Midway Solar Project, LLC	Powin, LLC	11/17/2021	ESA (Energy Storage Agreement)	Fountain

CN	Counterparty Name	Debtor Party	Contract Effective Date	Contract Type	Project Name
98	Front Range-Midway Solar Project, LLC	Powin, LLC	11/17/2021	ESA (Energy Storage Agreement)	Fountain
99	Galp Parques Fotovoltaicos de Alcoutim	Powin, LLC	12/04/2023	ESA (Energy Storage Agreement)	Alcoutim
100	Galp Parques Fotovoltaicos de Alcoutim, LDA	Powin, LLC	10/01/2024	LTSA (Long Term Service Agreement)	Alcoutim
101	Go Electric Inc	Powin, LLC	08/31/2018	ESA (Energy Storage Agreement)	Go Electric, ThunderBay
102	Go Electric, Inc	Powin, LLC	02/02/2023	LTSA (Long Term Service Agreement)	
103	Great Kiskadee Storage, LLC	Powin, LLC	02/21/2025	ESA (Energy Storage Agreement)	Great Kiskadee
104	Great Kiskadee Storage, LLC	Powin, LLC	09/30/2024	LTSA (Long Term Service Agreement)	Great Kiskadee
105	Great Kiskadee Storage, LLC	Powin, LLC	09/30/2024	ESA (Energy Storage Agreement)	Great Kiskadee
106	Great Kiskadee Storage, LLC	Powin, LLC	03/27/2024	LTSA (Long Term Service Agreement)	Great Kiskadee
107	Great Kiskadee Storage, LLC	Powin, LLC	08/26/2022	ESA (Energy Storage Agreement)	Great Kiskadee Storage
108	Gridspan Energy	Powin, LLC	10/29/2018	Purchase Order	Gridspan
109	Hampden Landfill Solar LLC	Powin, LLC	07/31/2023	LTSA (Long Term Service Agreement)	Hampden
110	Hampden Landfill Solar LLC	Powin, LLC	05/11/2022	ESA (Energy Storage Agreement)	Hampden
111	Hecate Energy Ontario Storage VII, LP	Powin, LLC	10/30/2018	LTSA (Long Term Service Agreement)	Kitchener II
112	Hecate Energy Ontario Storage VII, LP	Powin, LLC	03/01/2018	ESA (Energy Storage Agreement)	Kitchener II
113	Honeywell International	Powin, LLC	08/18/2021	LTSA (Long Term Service Agreement)	
114	Honeywell International Inc. / Honeywell Process Solutions	Powin, LLC	01/11/2019	ESA (Energy Storage Agreement)	Bruce Power
115	Honeywell International Inc. / Honeywell Process Solutions	Powin, LLC	01/18/2019	ESA (Energy Storage Agreement)	Bruce Power
116	Honeywell International, Inc.	Powin, LLC	05/01/2020	Purchase Order	NRStor Enbridge
117	Honeywell International, Inc.	Powin, LLC	12/20/2019	ESA (Energy Storage Agreement)	
118	Honeywell Limited - HPS CA	Powin, LLC	12/01/2020	Purchase Order	NRStor Canopy Growth
119	Honeywell Limited - HPS CA	Powin, LLC	03/01/2019	Purchase Order	Bruce Power
120	Honeywell Limited - HPS CA	Powin, LLC	09/23/2020	Purchase Order	Hydro Extrusion
121	Honeywell Limited - HPS CA	Powin, LLC	05/01/2020	Purchase Order	NRStor Malpack 1.1
122	Honeywell Limited - HPS CA	Powin, LLC	05/01/2020	Purchase Order	NRStor Malpack 1.2
123	Honeywell Limited - HPS CA	Powin, LLC	03/24/2020	Purchase Order	NRStor Canopy Growth
124	Honeywell Limited - HPS CA	Powin, LLC	05/01/2020	Purchase Order	NRStor Toyota Boshoku
125	Honeywell Limited - HPS CA	Powin, LLC	04/18/2020	Purchase Order	NRStor Pillers Waterloo
126	Honeywell Limited - HPS CA	Powin, LLC	04/02/2020	Purchase Order	NRStor Pillers Waterloo
127	Honeywell Limited - HPS CA	Powin, LLC	04/02/2020	Purchase Order	NRStor Pillers Brantford
128	Honeywell Limited - HPS CA	Powin, LLC	04/02/2020	Purchase Order	NRStor Rich Foods
129	Honeywell Limited - HPS CA	Powin, LLC	05/01/2020	Purchase Order	NRStor Enbridge
130	Honeywell Limited - HPS CA	Powin, LLC	04/02/2020	Purchase Order	NRStor Decast
131	Honeywell Limited - HPS CA	Powin, LLC	04/02/2020	Purchase Order	NRStor Kellogg's
132	Hummingbird Energy Storage, LLC	Powin, LLC	07/18/2024	LTSA (Long Term Service Agreement)	Hummingbird
133	Hummingbird Energy Storage, LLC	Powin, LLC	06/03/2024	ESA (Energy Storage Agreement)	Hummingbird
134	Hummingbird Energy Storage, LLC	Powin, LLC	02/10/2023	LTSA (Long Term Service Agreement)	Hummingbird
135	Hummingbird Energy Storage, LLC	Powin, LLC	02/03/2023	ESA (Energy Storage Agreement)	Hummingbird
136	Hunt Energy Solutions	Powin, LLC	06/11/2019	Purchase Order	Hunt Demo
137	Idaho Power Company	Powin, LLC	08/21/2023	LTSA (Long Term Service Agreement)	Black Mesa, WESR, ELMR, Hemingway, MLBA, Filer
138	Idaho Power Company	Powin, LLC	12/28/2021	ESA (Energy Storage Agreement)	MLBA
139	Idaho Power Company	Powin, LLC	12/28/2021	ESA (Energy Storage Agreement)	ELMR
140	Idaho Power Company	Powin, LLC	12/28/2021	ESA (Energy Storage Agreement)	FILR
141	Idaho Power Company	Powin, LLC	12/28/2021	ESA (Energy Storage Agreement)	WESR
142	Idaho Power Company	Powin, LLC	02/28/2022	ESA (Energy Storage Agreement)	Hemingway
143	Idaho Power Company	Powin, LLC	06/08/2023	ESA (Energy Storage Agreement)	Hemingway Expansion
144	Idaho Power Company	Powin, LLC	02/28/2022	ESA (Energy Storage Agreement)	Black Mesa
145	II Battery Storage US LLC (CAMERON WIND I, LLC)	Powin, LLC	05/13/2022	ESA (Energy Storage Agreement)	Sabal
146	Invernergy Services LLC	Powin, LLC	02/21/2024	LTSA (Long Term Service Agreement)	El Sol, Orangeville, Arizona Sun
147	Invernergy Services LLC	Powin, LLC	03/01/2022	LTSA (Long Term Service Agreement)	Orangeville, El Sol, Az Sun
148	Invernergy Storage Development LLC	Powin, LLC	10/02/2018	ESA (Energy Storage Agreement)	MIDAM
149	Invernergy Storage Development LLC	Powin, LLC	12/20/2019	ESA (Energy Storage Agreement)	
150	Invernergy Storage Development LLC	Powin, LLC	02/05/2021	ESA (Energy Storage Agreement)	Westar/Sedgwick
151	Jema Energy S.A.	Powin, LLC		Purchase Order	
152	Jema Energy S.A.	Powin, LLC	12/20/2018	Purchase Order	Flexitranstore
153	KCE TX 2, LLC	Powin, LLC	06/01/2020	LTSA (Long Term Service Agreement)	KCE TX2 - Port Lavaca
154	KCE TX 2, LLC	Powin, LLC	05/22/2020	Purchase Order	KCE TX2 - Port Lavaca
155	KCE TX 7, LLC	Powin, LLC	06/01/2020	LTSA (Long Term Service Agreement)	KCE TX7 - Flat Top
156	KCE TX 7, LLC	Powin, LLC	05/22/2020	Purchase Order	KCE TX7 - Flat Top
157	KCE TX 8, LLC	Powin, LLC	05/22/2020	Purchase Order	KCE TX8 - Worsham
158	KCE TX 8, LLC	Powin, LLC	06/01/2020	LTSA (Long Term Service Agreement)	KCE TX8 - Worsham
159	Key Capture Energy, LLC (KCE)	Powin, LLC	06/01/2020	LTSA (Long Term Service Agreement)	NY 3- Pomona
160	Key Capture Energy, LLC (KCE)	Powin, LLC	02/20/2020	Purchase Order	
161	KMC Thermo, LLC	Powin, LLC	04/01/2025	LTSA (Long Term Service Agreement)	Brandywine
162	La Grange, an Incorporated North Carolina Town	Powin, LLC	06/30/2021	LTSA (Long Term Service Agreement)	LaGrange
163	Leader Energy Storage Technology Co., Ltd	Powin, LLC	08/24/2021	Purchase Order	Taiwan (YSQ0010 - Ysolar)
164	Leader Energy Storage Technology Co., Ltd	Powin, LLC	09/30/2022	ESA (Energy Storage Agreement)	Taiwan (YSQ0010 - Ysolar)
165	Leader Energy Storage Technology Co., Ltd	Powin, LLC	03/03/2022	Purchase Order	Kinmin
166	Leader Energy Storage Technology Co., Ltd	Powin, LLC	08/06/2021	Purchase Order	Taiwan (YSQ0010 - Ysolar)
167	Leader Energy Storage Technology Co., Ltd	Powin, LLC	03/03/2022	Purchase Order	Kinmin
168	Leader Energy Storage Technology Co., Ltd	Powin, LLC	12/13/2021	Purchase Order	Leader Project 2
169	Lone Star Solar, LLC	Powin, LLC	08/21/2024	ESA (Energy Storage Agreement)	Lonestar
170	Lone Star Solar, LLC	Powin, LLC	01/19/2024	ESA (Energy Storage Agreement)	Lonestar
171	Lone Star Solar, LLC	Powin, LLC	09/15/2023	ESA (Energy Storage Agreement)	Lonestar
172	Lone Star Solar, LLC	Powin, LLC	05/01/2023	ESA (Energy Storage Agreement)	Lonestar
173	Lone Star Solar, LLC	Powin, LLC	05/01/2023	LTSA (Long Term Service Agreement)	Lonestar
174	Longroad	Powin, LLC	10/11/2024	ESA (Energy Storage Agreement)	Sunstreams 3
175	Longroad BESS Procurement LLC	Powin, LLC	01/07/2022	Framework Agreement	
176	Longroad BESS Procurement, LLC	Powin, LLC	12/09/2022	Framework Agreement	
177	Maverick Solar 6, LLC	Powin, LLC	07/19/2021	LTSA (Long Term Service Agreement)	Mav 6
178	Mesa Technical Associates, Inc.	Powin, LLC	10/01/2019	Purchase Order	Raymond
179	MG HRS de RL de C.V.	Powin, LLC	12/13/2024	ESA (Energy Storage Agreement)	Insurgentes Expansion
180	MG H.R.S. de R.L. de C.V.	Powin, LLC	12/20/2019	ESA (Energy Storage Agreement)	Insurgentes
181	MG H.R.S. de R.L. de C.V.	Powin, LLC	01/31/2020	ESA (Energy Storage Agreement)	Insurgentes
182	Mitsubishi Electric Power Products, Inc (MEPPI)	Powin, LLC	12/19/2018	Purchase Order	
183	Mitsubishi Electric Power Products, Inc (MEPPI)	Powin, LLC	12/19/2018	Purchase Order	
184	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPSS)	Powin, LLC	03/25/2020	Purchase Order	Fredonia
185	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPSS)	Powin, LLC	03/05/2020	Purchase Order	Fredonia
186	Mitsubishi Hitachi Power Systems Americas, Inc. (MHPSS)	Powin, LLC	08/31/2020	ESA (Energy Storage Agreement)	Johanna
187	Mitsubishi Power Americas Inc	Powin, LLC	12/08/2022	LTSA (Long Term Service Agreement)	Tranquility
188	Mitsubishi Power Americas Inc	Powin, LLC	12/08/2022	LTSA (Long Term Service Agreement)	Garland
189	Mitsubishi Power Americas, Inc.	Powin, LLC	10/26/2020	ESA (Energy Storage Agreement)	Garland
190	Mitsubishi Power Americas, Inc.	Powin, LLC	02/08/2022	ESA (Energy Storage Agreement)	Mav 6

CN	Counterparty Name	Debtor Party	Contract Effective Date	Contract Type	Project Name
191	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	06/14/2022	LTSA (Long Term Service Agreement)	MHPS/KCE TX 11
192	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	06/28/2021	LTSA (Long Term Service Agreement)	Tranquility
193	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	06/28/2021	LTSA (Long Term Service Agreement)	Garland
194	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	11/23/2020	ESA (Energy Storage Agreement)	Tranquility
195	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/16/2020	ESA (Energy Storage Agreement)	MHPS/KCE TX 23
196	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/16/2020	ESA (Energy Storage Agreement)	MHPS/KCE TX 12
197	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	05/19/2021	LTSA (Long Term Service Agreement)	MHPS/KCE TX 11
198	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/15/2020	ESA (Energy Storage Agreement)	MHPS/KCE TX 11
199	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	05/19/2021	LTSA (Long Term Service Agreement)	KCE TX 12
200	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	05/19/2021	LTSA (Long Term Service Agreement)	KCE TX 23
201	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	01/25/2021	LTSA (Long Term Service Agreement)	Johanna
202	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	07/21/2021	LTSA (Long Term Service Agreement)	Tranquility
203	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	07/21/2021	LTSA (Long Term Service Agreement)	Garland
204	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	11/23/2020	ESA (Energy Storage Agreement)	Tranquility
205	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/26/2020	ESA (Energy Storage Agreement)	Garland
206	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/16/2020	ESA (Energy Storage Agreement)	MHPS/KCE TX 23
207	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/16/2020	ESA (Energy Storage Agreement)	MHPS/KCE TX 12
208	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	10/16/2020	ESA (Energy Storage Agreement)	MHPS/KCE TX 11
209	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	12/22/2020	ESA (Energy Storage Agreement)	Mav 6
210	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	02/26/2021	ESA (Energy Storage Agreement)	Mav 6
211	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	02/01/2021	ESA (Energy Storage Agreement)	Big Beau 2
212	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	02/01/2021	ESA (Energy Storage Agreement)	Big Beau 1
213	Mitsubishi Power Americas, Inc. (MPA)	Powin, LLC	04/25/2022	LTSA (Long Term Service Agreement)	Garland
214	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	01/30/2025	ESA (Energy Storage Agreement)	Waratah Super Battery
215	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	07/26/2024	ESA (Energy Storage Agreement)	Waratah
216	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	02/17/2024	ESA (Energy Storage Agreement)	Waratah
217	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	05/03/2023	ESA (Energy Storage Agreement)	Waratah
218	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	05/03/2023	ESA (Energy Storage Agreement)	Waratah
219	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	11/03/2023	ESA (Energy Storage Agreement)	Waratah Super Battery
220	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	12/16/2022	LTSA (Long Term Service Agreement)	Waratah Super Battery
221	Munmorah Battery ProjectCo Pty Ltd	Powin, LLC	11/04/2022	ESA (Energy Storage Agreement)	Waratah Super Battery
222	Nidec ASI S.p.A.	Powin, LLC	05/29/2019	Purchase Order	Nidec - Disney Bahamas
223	Nidec ASI S.p.A.	Powin, LLC	07/15/2019	ESA (Energy Storage Agreement)	Nidec - Disney Bahamas
224	Nidec ASI S.p.A.	Powin, LLC	07/15/2019	ESA (Energy Storage Agreement)	Nidec - Disney Bahamas
225	Northstar Energy Management, LLC	Powin, LLC	07/03/2024	LTSA (Long Term Service Agreement)	Poblan
226	Northstar Energy Management, LLC	Powin, LLC	02/27/2023	LTSA (Long Term Service Agreement)	Sunstreams 3
227	Oak Hill Solar 1 LLC	Powin, LLC	09/03/2021	Purchase Order	
228	Oak Hill Solar 2 LLC	Powin, LLC	09/03/2021	Purchase Order	
229	Orangeville Energy Storage LLC	Powin, LLC	11/02/2020	Purchase Order	Orangeville
230	Orangeville Energy Storage LLC	Powin, LLC	11/02/2020	ESA (Energy Storage Agreement)	Orangeville
231	Orcas Power & Light Cooperative (OPALCO)	Powin, LLC	12/04/2019	Purchase Order	OPALCO
232	Orcas Power & Light Cooperative (OPALCO)	Powin, LLC	07/12/2019	ESA (Energy Storage Agreement)	OPALCO
233	Ormat Nevada Inc	Powin, LLC	03/15/2022	ESA (Energy Storage Agreement)	Bottleneck
234	Ormat Nevada Inc.	Powin, LLC	03/15/2022	ESA (Energy Storage Agreement)	Bottleneck
235	Ormat Nevada, Inc.	Powin, LLC	03/30/2023	ESA (Energy Storage Agreement)	Bottleneck
236	Ormat Nevada, Inc.	Powin, LLC	11/03/2023	LTSA (Long Term Service Agreement)	Bottleneck
237	Pacificorp	Powin, LLC	10/06/2021	ESA (Energy Storage Agreement)	Klamath Falls
238	Pine Gate Renewables, LLC	Powin, LLC	02/19/2021	ESA (Energy Storage Agreement)	Tremont
239	Pine Gate Renewables, LLC	Powin, LLC	02/19/2021	ESA (Energy Storage Agreement)	Rochester
240	Poblan Energy Storage, LLC	Powin, LLC	04/17/2023	ESA (Energy Storage Agreement)	Poblan
241	Portland General Electric (PGE)	Powin, LLC	10/07/2019	Purchase Order	BPSB Microgrid
242	PowerFlex Solar, LLC	Powin, LLC	02/21/2025	ESA (Energy Storage Agreement)	USCS Fresno
243	PowerFlex Systems, Inc.	Powin, LLC	06/11/2021	ESA (Energy Storage Agreement)	Ventura
244	PowerFlex Systems, Inc.	Powin, LLC	06/11/2021	ESA (Energy Storage Agreement)	Thousand Oaks
245	PowerFlex Systems, LLC	Powin, LLC	12/09/2022	ESA (Energy Storage Agreement)	ESRT NY
246	PowerFlex Systems, LLC	Powin, LLC	12/09/2022	ESA (Energy Storage Agreement)	CSU Fullerton
247	Powin Energy Ontario Storage, LLC	Powin, LLC	07/01/2017	ESA (Energy Storage Agreement)	Stratford
248	Powin Energy Ontario Storage, LLC	Powin, LLC	03/29/2018	LTSA (Long Term Service Agreement)	Stratford
249	PPA Grand Johanna LLC	Powin, LLC	12/04/2017	ESA (Energy Storage Agreement)	Millikan
250	PPA Grand Johanna LLC	Powin, LLC	12/04/2017	LTSA (Long Term Service Agreement)	Millikan
251	Prisma Energy Solutions LLC	Powin, LLC		Master Service Agreement	
252	Public Service Company of New Mexico	Powin, LLC	05/01/2023	ESA (Energy Storage Agreement)	South Valley
253	Public Service Company of New Mexico	Powin, LLC	05/01/2023	ESA (Energy Storage Agreement)	Rio Del Oro
254	Pulse	Powin, LLC	12/22/2023	ESA (Energy Storage Agreement)	Overhill
255	PULSE CLEAN ENERGY SPV WATT LIMITED	Powin, LLC	12/22/2023	LTSA (Long Term Service Agreement)	Overhill
256	Pure Power Solutions, Inc.	Powin, LLC	02/27/2018	Purchase Order	Pure Power - Silver Oak
257	Putah Creek Solar Farms, LLC	Powin, LLC	12/08/2022	LTSA (Long Term Service Agreement)	Putah Creek
258	Putah Creek Solar Farms, LLC	Powin, LLC	04/22/2021	ESA (Energy Storage Agreement)	Putah Creek
259	PuYuan Green Energy Inc.	Powin, LLC		Purchase Order	PuYuan 650 EVE
260	QPO Energy, LLC	Powin, LLC	10/14/2021	Purchase Order	USA
261	QPO Energy, LLC	Powin, LLC	10/01/2021	Purchase Order	Taiwan
262	QPO Energy, LLC	Powin, LLC	10/14/2021	Purchase Order	USA
263	QPO Energy, LLC	Powin, LLC	10/14/2021	Purchase Order	Taiwan
264	Rabbitbrush Solar LLC	Powin, LLC	09/17/2021	ESA (Energy Storage Agreement)	Rabbitbrush
265	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
266	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
267	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
268	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
269	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
270	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
271	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
272	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
273	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
274	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
275	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
276	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
277	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
278	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
279	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
280	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
281	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
282	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
283	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
284	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
285	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
286	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 1
287	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
288	Rabbitbrush Solar, LLC	Powin, LLC	07/09/2021	ESA (Energy Storage Agreement)	Rabbitbrush
289	Rabbitbrush Solar, LLC	Powin, LLC	03/18/2022	LTSA (Long Term Service Agreement)	Rabbitbrush 2

CN	Counterparty Name	Debtor Party	Contract Effective Date	Contract Type	Project Name
290	Rabbitbrush Solar, LLC	Powin, LLC	03/18/2022	LTSA (Long Term Service Agreement)	Rabbitbrush
291	Rabbitbrush Solar, LLC	Powin, LLC	09/17/2021	ESA (Energy Storage Agreement)	Rabbitbrush 2
292	Santa Paula Energy Storage, LLC	Powin, LLC	07/13/2023	LTSA (Long Term Service Agreement)	Santa Paula
293	Santa Paula Energy Storage, LLC	Powin, LLC	10/21/2021	LTSA (Long Term Service Agreement)	Santa Paula
294	Santa Paula Energy Storage, LLC	Powin, LLC	10/21/2021	ESA (Energy Storage Agreement)	Santa Paula
295	Saturn Battery I LP	Powin, LLC	05/01/2023	LTSA (Long Term Service Agreement)	Bruce Power
296	Saturn Power Inc.	Powin, LLC	04/06/2018	Purchase Order	
297	SCS Van Wyck 012823 Croton On Hudson, LLC	Powin, LLC	02/10/2025	LTSA (Long Term Service Agreement)	Croton Harmon
298	SCS Van Wyck 012823 Croton On Hudson, LLC	Powin, LLC	11/23/2021	ESA (Energy Storage Agreement)	Croton Harmon Train Station
299	Serrano Solar, LLC	Powin, LLC	11/06/2024	ESA (Energy Storage Agreement)	Serrano
300	Serrano Solar, LLC	Powin, LLC	05/05/2023	ESA (Energy Storage Agreement)	Serrano
301	Solar Star 3, LLC	Powin, LLC	08/31/2023	ESA (Energy Storage Agreement)	Solar Star 3
302	Solar Star 3, LLC	Powin, LLC	08/31/2023	ESA (Energy Storage Agreement)	Solar Star 3
303	Solar Star 4, LLC	Powin, LLC	08/31/2023	ESA (Energy Storage Agreement)	Solar Star 4
304	Southern California Edison Company	Powin, LLC	09/01/2017	ESA (Energy Storage Agreement)	
305	Southern Power Company (SPC)	Powin, LLC	02/20/2019	Purchase Order	BESS 225kWn Test Stack
306	Southern Power Company (SPC)	Powin, LLC	11/19/2019	Purchase Order	BESS 225kWn Test Stack
307	STEM / Mohave Power LLC	Powin, LLC	01/09/2024	LTSA (Long Term Service Agreement)	Watersprout
308	Stem Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Mosquito 1
309	Stem, Inc.	Powin, LLC	03/08/2024	LTSA (Long Term Service Agreement)	Dark and Stormy I
310	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite SD DC
311	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Dark and Stormy II
312	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite ML DC
313	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite MR AC
314	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Dighton Tremont
315	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite BR DC
316	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite QR DC
317	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite CPR DC
318	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Velvet Mite TR DC
319	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Mosquito III
320	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Mosquito 2
321	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Douglas Oak
322	Stem, Inc.	Powin, LLC	03/08/2023	LTSA (Long Term Service Agreement)	Palmer Sykes
323	Stem, Inc.	Powin, LLC	02/28/2021	LTSA (Long Term Service Agreement)	Viper
324	Stem, Inc.	Powin, LLC	02/22/2021	Purchase Order	Tangerine
325	Stem, Inc.	Powin, LLC	10/13/2023	Purchase Order	
326	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Palmer Sykes
327	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Douglas Oak
328	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Dighton Tremont
329	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Dark and Stormy II
330	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Dark and Stormy I
331	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite CPR DC
332	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite TR DC
333	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite SD DC
334	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite ML DC
335	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite MR AC
336	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite BR DC
337	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Velvet Mite QR DC
338	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Mosquito III
339	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Mosquito II
340	Stem, Inc.	Powin, LLC	03/08/2023	Purchase Order	Mosquito I
341	Stem, Inc.	Powin, LLC	06/08/2021	Purchase Order	Watersprout
342	Stem, Inc.	Powin, LLC	02/28/2021	Purchase Order	Viper
343	Stem, Inc.	Powin, LLC	01/14/2021	Purchase Order	Chatham
344	Stem, Inc.	Powin, LLC	02/22/2021	Purchase Order	Viper
345	Stillwater Energy Storage, LLC	Powin, LLC	08/22/2018	Purchase Order	RWE
346	Strata Solar Services, LLC	Powin, LLC	08/22/2019	LTSA (Long Term Service Agreement)	Wilson
347	Strata Solar, LLC	Powin, LLC	10/27/2020	LTSA (Long Term Service Agreement)	GUC Evans Substation
348	Strata Solar, LLC	Powin, LLC	03/27/2020	ESA (Energy Storage Agreement)	GUC Evans Substation
349	Strata Solar, LLC	Powin, LLC	08/12/2021	ESA (Energy Storage Agreement)	LaGrange
350	Strata Solar, LLC	Powin, LLC	02/02/2022	ESA (Energy Storage Agreement)	Dry Bridge
351	Sun Streams Expansion, LLC	Powin, LLC	05/29/2024	ESA (Energy Storage Agreement)	Sunstreams 4
352	Sun Streams Expansion, LLC	Powin, LLC	04/17/2024	ESA (Energy Storage Agreement)	Sun Streams 3
353	Sun Streams Expansion, LLC	Powin, LLC		ESA (Energy Storage Agreement)	Sun Streams 4
354	Sun Streams Expansion, LLC	Powin, LLC	03/10/2023	ESA (Energy Storage Agreement)	Sunstreams 4
355	Sun Streams PVS, LLC	Powin, LLC	12/09/2022	ESA (Energy Storage Agreement)	Sunstreams 3
356	Sungrid Solutions	Powin, LLC	08/08/2019	Purchase Order	Small Fry
357	Sungrid Solutions	Powin, LLC	09/04/2020	Purchase Order	Ukraine
358	SunGrid Solutions Inc.	Powin, LLC	07/24/2019	Purchase Order	
359	Swoose, LLC	Powin, LLC	05/15/2020	LTSA (Long Term Service Agreement)	Swoose
360	Swoose, LLC	Powin, LLC	05/15/2020	Purchase Order	Swoose
361	TPE Energy, Inc.	Powin, LLC	10/27/2020	Purchase Order	TPE FRRS
362	TPE Energy, Inc.	Powin, LLC	11/18/2021	ESA (Energy Storage Agreement)	J&V Taoyuan Taiwan
363	TPE Energy, Inc.	Powin, LLC	11/18/2021	ESA (Energy Storage Agreement)	Kaohsiung Taiwan PS Substation
364	Triple Butte, LLC	Powin, LLC	08/21/2020	LTSA (Long Term Service Agreement)	Triple Butte
365	Triple Butte, LLC	Powin, LLC	08/21/2020	Purchase Order	Triple Butte
366	Ulinda Park Project Co Pty Ltd	Powin, LLC	08/29/2024	ESA (Energy Storage Agreement)	Ulinda Park
367	Ulinda Park ProjectCo Pty Ltd	Powin, LLC	12/23/2024	ESA (Energy Storage Agreement)	Ulinda Park
368	Ulinda Park ProjectCo Pty Ltd	Powin, LLC	06/26/2023	ESA (Energy Storage Agreement)	Ulinda Park
369	Ulinda Park ProjectCo Pty Ltd	Powin, LLC	06/28/2023	LTSA (Long Term Service Agreement)	Ulinda Park
370	Ware Palmer Road Solar, LLC	Powin, LLC	09/09/2020	LTSA (Long Term Service Agreement)	Palmer
371	WEG Electric Corp	Powin, LLC	02/24/2020	Purchase Order	WEG Demo Stack225
372	WEG Electric Corp	Powin, LLC	01/28/2020	Purchase Order	WEG Demo Stack225
373	West Columbia Storage, LLC	Powin, LLC	09/09/2019	LTSA (Long Term Service Agreement)	Glidepath West Columbia
374	West Columbia Storage, LLC	Powin, LLC	02/26/2019	ESA (Energy Storage Agreement)	Glidepath West Columbia
375	West Columbia Storage, LLC	Powin, LLC	10/04/2019	ESA (Energy Storage Agreement)	Glidepath West Columbia
376	West Columbia Storage, LLC	Powin, LLC	09/09/2019	ESA (Energy Storage Agreement)	Glidepath West Columbia
377	West Warwick Energy Storage 1 LLC	Powin, LLC	07/12/2024	LTSA (Long Term Service Agreement)	West Warwick 1
378	West Warwick Energy Storage 2 LLC	Powin, LLC	09/26/2024	LTSA (Long Term Service Agreement)	West Warwick 2
379	West Warwick Energy Storage 3 LLC	Powin, LLC	09/26/2024	LTSA (Long Term Service Agreement)	West Warwick 3
380	Wildcat I Energy Storage, LLC	Powin, LLC	11/06/2019	ESA (Energy Storage Agreement)	Wildcat Project
381	Wildcat I Energy Storage, LLC	Powin, LLC	11/06/2019	LTSA (Long Term Service Agreement)	Wildcat Project
382	Yuma Solar energy LLC	Powin, LLC	05/15/2024	LTSA (Long Term Service Agreement)	Yuma
383	Yuma Solar Energy LLC	Powin, LLC	05/19/2023	ESA (Energy Storage Agreement)	Yuma

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹
Debtors.

Chapter 11
Case No. 25-16137 (MBK)
(Jointly Administered)

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

DECLARATION OF GERARD UZZI

I, Gerard Uzzi, hereby state and declare as follows:

1. I am the Chief Restructuring Officer (the “CRO”) of Powin, LLC (“Powin”) and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”). I testify in support of the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* (the “Motion”) (unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Motion).

2. Except as otherwise indicated herein, this declaration (the “Declaration”) is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the Debtors or the Debtors’ advisors, my opinion based upon my experience, knowledge, and information concerning the Debtors’ operations and this industry. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

3. In incorporate my testimony in the First Day Declaration.

A. ESA and LTSA Lines of Business

4. As more fully set forth in the First Day Declaration, the Debtors have historically operated two lines of business: (i) energy storage integration installation services, whereby the Debtors provide and install batteries at customer sites pursuant to energy supply agreements (“ESA Line of Business”); and (ii) long term servicing, whereby the Debtors maintain and repair the previously installed batteries at customer sites, as needed, pursuant to separate long term servicing agreements (the “LTSA Line of Business”).

5. While the Debtors’ ESA Line of Business has resulted in significant losses and liquidity issues for the Debtors due to its intense working capital requirements, installation delays and losses due to increasing liquidated damages claims, the LTSA Line of Business represents a potentially viable and profitable line of business moving forward, and is necessary to Customers. As described in the First Day Declaration, although the Debtors terminated the employment of most ESA employees before the Petition Date, they have maintained a core group of eighty-three (83) employees, including fifty-nine (59) devoted to operations, and seven (7) with intellectual

property expertise. On the foundation of this core group, the Debtors intend to keep the LTSA Line of Business running during the Chapter 11 Cases, and to utilize revenue from this line of business to fund the Chapter 11 Cases.

B. The Customer Program Motion and the LTSA Program

6. On June 10, 2025, the Debtors filed the Customer Program Motion seeking approval of the LTSA Program. As further described in the Customer Program Motion, under the proposed LTSA Program, the Debtors propose a reduced scope of service at pricing that is designed to be cash flow positive during the postpetition period. On June 13, 2025, the Court approved the Customer Program and the LTSA Program. Docket No. 62.

C. The Winding-Down of the ESA Program and Initial Launch of the LTSA Program

7. For months before the commencement of these Chapter 11 Cases, the Debtors have engaged and continue to engage with their Customers under their ESA Line of Business and to seek reasonable, market terms to resolve each respective business relationship on a bespoke basis. Based on negotiations to date, these terms typically include (i) an agreeable resolution of outstanding receivables due to the Debtors, (ii) the conveyance of certain inventory and parts to the Customer and (iii) providing the Customer with access to certain proprietary technology on a consensual and funded basis. In fact, the Debtors expect to present such a transaction for Court approval shortly.

8. Contracts on Schedule 1 consist of contracts in connection with the ESA Line of Business which the Debtors are no longer able to effectively perform and are unprofitable and burdensome to the Debtors' business (the "ESA Contracts") and Customer contracts in the Debtors' LTSA Line of Business where the Customer has not yet opted-in to the LTSA Program (the "LTSA Contracts").²

² Though some Contracts are described as a "Purchase Order," to the best of my knowledge, these still constitute ESA and LTSA Contracts.

9. *As to the ESA Contracts*, while the Debtors will work with customers under the ESA Line of Business, and seek alternative arrangements for resolution, the Debtors seek rejection of the ESA Contracts for which the Debtors are unable to reach such a resolution.

10. *As to the LTSA Contracts*, likewise, for many months prior to the Petition Date, the Debtors have discussed and continue to discuss the LTSA Line of Business with Customers, culminating in the LTSA Program. A number of such customers have opted-in to the LTSA Program. However, the remaining Customers have not yet opted-in to the LTSA Program. Opting-in to the LTSA Program allows customers to continue to benefit from the bespoke technology, maintenance and repair services offered by the Debtors with respect to previously installed Debtor battery systems at Customer sites. By this Motion, the Debtors seek rejection of Contracts for Customers that do not affirmatively participate in the LTSA Program.

11. Both shortly before and immediately after the commencement of these Chapter 11 Cases, the Debtors have received dozens of Customer demands for assistance with and access to the Debtors' proprietary technology and otherwise to enforce the Contracts.³ In these demands, Customers contend that they are entitled to the enforcement of their rights under the Contracts. The Debtors do not possess the funding or resources to comply with these demands as issued, nor would the Debtors be in a position to cure these alleged defaults in connection with the assumption of any of these Contracts. As a consequence, including for these reasons and those stated above, the Debtors have determined in their business judgment that the Contracts are burdensome to the estates. Although the Debtors continue to seek consensual resolutions regarding the Contracts either through bespoke negotiations or the LTSA Program, if resolution cannot be reached, rejection of the Contracts is necessary for the Debtors to continue to pursue the reorganization of their affairs through a sale or other transaction.

12. The Debtors have determined in their business judgment that the Contracts are burdensome and that rejection of the Contracts will benefit the Debtors' estates. As discussed

³ Many of the Customer demands were in fact issued during the post-petition period, and therefore violate the automatic stay of section 362(a) of the Bankruptcy Code. The Debtors have issued notices to Customers violating the automatic stay, and reserve all rights to seek appropriate remedies from the Court for such violations.

herein, the Contracts consist of (a) unprofitable Contracts under the ESA Line of Business, for which the Debtors no longer have resources (working capital and employees) to fulfill, and (b) Contracts under the LTSA Line of Business with Customers that have not opted-in to the LTSA Program, thereby refusing to adapt to the realities of these Chapter 11 Cases. Nonetheless, the Debtors reserve the right to remove from the scope of the Order Contracts for which the Debtors are able to resolve outstanding issues through the period which is ten (10) days following entry of the Order. This construct will allow the Debtors to continue to work with Customers on a consensual basis while protecting the Debtors' assets and minimizing their exposure to unprofitable Contracts.

13. Without the relief sought in the Motion, the Debtors, who already face liquidity constraints, may incur material expenses for Contracts that are burdensome to the estates. Moreover, the Debtors' Customers have been on notice of the Debtors' inability to fulfill the Contracts since before the commencement of these Chapter 11 Cases, due to the nearly constant communication among the Debtors and their Customers for many months. As a consequence, Customers will not be unduly prejudiced by retroactive rejection, especially given the additional runway to negotiate with the Debtors through the period which is ten (10) days following entry of the Order.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 17th day of June 2025, at Sea Bright, New Jersey in Monmouth County.

/s/Gerard Uzzi
Gerard Uzzi

EXHIBIT A

(Proposed Form of Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹
Debtors.

Chapter 11
Case No. 25-16137 (MBK)
(Jointly Administered)

**ORDER GRANTING OMNIBUS MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE REJECTION OF LEGACY CUSTOMER CONTRACTS AND (II)
GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three [3] through four [4], is

ORDERED.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

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Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Debtors: Powin, LLC, *et al.*

Case No. 25-16137 (MBK)

Caption of Order: Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (i) authorizing (a) the rejection of certain executory contracts set forth on **Schedule 1** (the “Contracts”) (b) effective as of the Rejection Date; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the Declaration attached to the Motion and the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** as set forth herein.
2. To the extent they are executory, the Contracts are deemed rejected effective as of the Rejection Date, provided that, within ten days of this Order, the Debtors may file a notice amending Schedule 1 to remove Contracts from the effect of this Order within the Debtors’ business judgment, and upon the filing of such a notice, the Contract(s) will not be deemed rejected.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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Debtors: Powin, LLC, *et al.*

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3. For the avoidance of doubt, no counterparty to a Contract shall be entitled to any form of adequate protection.

4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

5. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. The limitations contained in Bankruptcy Rule 6006(f)(6) are waived with respect to the Motion.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.